

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

GEOKINETICS USA, INC.
Plaintiff,

Civil Action No. 2:17-cv-01314-JFC

v.

MUNICIPALITY OF MONROEVILLE,
Defendant.

**PLAINTIFF GEOKINETICS USA, INC'S SECOND MOTION FOR
EXPEDITED HEARING ON MOTION FOR PRELIMINARY INJUNCTION**

COMES NOW, Plaintiff, Geokinetics USA, INC. ("Geokinetics"), by counsel, Steptoe & Johnson PLLC, pursuant to this Court's Rules for Pretrial and Trial Matters, and moves this Court for an Order expediting the hearing on Geokinetics' previously filed [10] Motion for Preliminary Injunction. On October 19, 2017, the Court denied, without prejudice, Geokinetics' first [12] Motion to Expedited Hearing on Motion for Preliminary Injunction. In support of this present Motion, Geokinetics is attaching as Exhibit A hereto the Affidavit of Eugene Carl Carpenter detailing the urgency of this matter and the concrete harm and adverse consequences that Geokinetics will suffer if it cannot complete the proposed work by February 28, 2018. Additionally, Geokinetics argues as follows:

1. The Court's Rules for Pretrial and Trial Matters state that the Court "will schedule an expedited hearing, when required, on requests for injunctive relief."
2. Geokinetics provides seismic data and geological services to the oil and gas industry. Seismic testing is a method of exploring for oil and gas in which sound waves are used to map rock layers underground. Information that Geokinetics provides is vital to the efficient exploration for and safe development of oil and gas reserves.

3. Geokinetics has contracted with an oil and gas operator to perform a seismic survey (the “Project”) that requires the collection of data in numerous municipalities and townships in Allegheny County and Westmoreland County, Pennsylvania, including the Municipality of Monroeville (“Monroeville”).
4. Geokinetics began work on the Project in January of 2017. Geokinetics’ Project was due to be completed by February 1, 2018. However, due to delays, including those involving Monroeville, the project deadline was recently extended until February 28, 2018.
5. The Project can be described in three phases. In Phase I, Geokinetics conducted (and continues to conduct) its preliminary steps, which include the following:
 - a. identifying the ownership of surface and mineral tracts;
 - b. identifying various lease positions and statuses;
 - c. obtaining permission from surface tract owners to conduct seismic testing;
 - d. obtaining permission from mineral owners to conduct seismic testing;
 - e. obtaining permission from leasehold owners to conduct seismic testing;
 - and
 - f. obtaining permits from townships and municipalities.
6. Phase II includes the following:
 - a. mapping all roads and rights-of-way;
 - b. contacting PAONE call system for a pre-construction meeting;
 - c. contacting PAONE call system for an excavation meeting;
 - d. contacting PAONE call system when shot hole drilling is involved;

- e. arranging meetings with township and municipal authorities to identify utility locations;
 - f. conducting hazard mapping of tracts where Geokinetics has obtained permission;
 - g. conducting a production survey on tracts where Geokinetics has obtained permission; and
 - h. conducting shot hole drilling on tracts where Geokinetics has obtained the rights.
7. Activities in Phase II cannot be commenced in a specific township or municipality until Geokinetics receives a permit from such township or municipality. It is estimated that it will take thirty (30) days to complete Phase II activities in Monroeville.
8. In Phase III, Geokinetics deploys its recording crews and equipment, including its vibroseis trucks, to the Project area. It is estimated that the Phase III will take ninety (90) days to complete for the entire Project once it is commenced.
9. Prior to conducting Phase III operations in any township or municipality, Phase II activities must first be completed.
10. The Project is divided into four geographic areas, with Monroeville being in the middle. Geokinetics will begin Phase III in section one, then systematically move across the Project area.
11. In order to meet its contractual deadline, Geokinetics must commence Phase III operations in Monroeville by the end of December 2017.

12. Accordingly, Geokinetics must commence Phase II of its operations in Monroeville by the beginning of December 2017.
13. If Geokinetics cannot begin seismic testing operations in Monroeville in a timely fashion, Geokinetics will be forced to remove Monroeville from the Project resulting in a failure to perform under the contract. In factually similar matters, the Western District of Pennsylvania and the Commonwealth Court of Pennsylvania have both found irreparable harm when a company is unable to comply with its contractual obligations. *See ION Geophysical Corp. v. Hempfield Twp.*, 2014 WL 1405397, at *10 (W.D. Pa. Apr. 10, 2014) (“We conclude that ION will suffer irreparable injury if we deny their requested injunctive relief since ION will not be able to comply with its contractual duties, and will be unable to obtain the data required under the contracts as such data only exists as attached to the mineral and surface owners’ properties from whom ION has obtained rights.”); *Seitel Data v. Hopewell Twp.*, 2013 Pa. Commw. Unpub. LEXIS 922, at *15 (Pa. Commw. Ct. Sept. 3, 2013) (“The Court concludes, for purposes of equitable relief, petitioner’s inability to fulfill its contractual obligations constitutes irreparable harm that cannot be compensated for by money damages.”). Geokinetics will also be unable to meet its contractual duties to individual land and mineral owners located in Monroeville. Geokinetics’ inability to perform under the contract will affect its ability to obtain contracts and future business.
14. For the reasons stated herein and in Geokinetics’ Motion for Preliminary Injunction and supporting Memorandum of Law, Geokinetics respectfully

requests that this Court schedule an expedited hearing on the Motion for Preliminary Injunction.

Wherefore, Geokinetics respectfully requests that this Court grant this Motion and enter the Order attached hereto.

Respectfully submitted,

STEPTOE & JOHNSON, PLLC

/s/Kevin Gormly _____

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*Counsel for Plaintiff Geokinetics,
USA, Inc.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was filed electronically through the Court's CM/ECF System this 26th day of October, 2017. Notice of this filing will be sent via email to all parties by operation of the Court's electronic filing system.

/s/Kevin Gormly
Kevin Gormly